

Memorandum of Understanding between

Algoma Nurse Practitioner-Led Clinic (herein "ANPLC")

and

Sault College Applied Arts and Technology (herein "SC")

WHEREAS ANPLC is a nurse practitioner-led clinic funded by the Ministry of Health and Long Term Care;

AND WHEREAS ANPLC operates a nurse practitioner-led clinic in premises leased from SC at its Sault Ste. Marie campus pursuant to the terms of a lease between SC as landlord and NPLC as tenant dated June 28, 2016 (the "lease");

AND WHEREAS SC acknowledges the requirement that ANPLC operate in accordance to the mandate established by the Ministry of Health and Long-Term Care and that it operate independently in accordance with the mandate, mission, vision, strategic plan and policies established by the Board of Directors of ANPLC;

NOW THEREFORE, ANPLC hereby covenants and agrees to provide SC Students "Student Health Service" ("SHS") as hereinafter defined and on the following terms and conditions;

- a) SHS shall be comprised of health services provided to SC Students for common illness/injury treatment, sexual health services and health promotion initiatives.
- b) SHS will be provided by ANPLC staff to SC Students 2 afternoons per week for a total of 16 30-minute appointment slots (two, four hour sessions per week). During these times there shall be available to students a mix of scheduled appointments and drop in appointments. The parties shall work together to determine the appropriate mix.
- c) SC Students, in order to qualify for SHS must:
 - i. Possess a valid Ontario Health Insurance Card (OHIP);
 - ii. Possess a valid SC Student Card;
 - iii. Have no primary health care provider within the Corporation of the City of Sault Ste. Marie.
- d) SC Students will not be registered with ANPLC as their primary health care provider.
- e) SC Students must identify their primary care provider in their home community and provide consent to advise the home provider that care will be provided by ANPLC as long as they meet the qualifications to obtain health services through SC.
- f) The parties agree that in addition to the times described in (b) above, it is advisable for SC to refer students to the public NP clinics for minor injuries such as cuts, burns and sprains. The NP clinic shall, where "episodic slots" are available accept such students during NP clinic times. If such slots are not available, the college will make referral elsewhere as required.

Future partnership opportunity:

The parties agree to explore future partnership opportunities. Should mutually agreeable arrangements for partnership expansion be identified, the parties hereby express their intent to negotiate additional terms which may form the basis of an amendment to this Memorandum of Understanding.

Conflict Resolution:

If a conflict occurs as the general service provision level, the parties will use their best efforts to resolve the matter at the appropriate level. If the matter cannot be resolved, it will be referred to the most senior level of the parties for resolution.

Indemnity:

ANPLC shall indemnify, defend and hold and save harmless SC, its successors, assigns, officers, directors, employees and agents, their heirs, administrators and executors and each of them (collectively "the indemnified party") from any and all actions and causes of actions, claims, demands, liabilities, losses, judgements, damages or expenses, of whatsoever kind and nature, including interest and legal fees and all other reasonable costs, expense and charges that the indemnified party shall or may at any time, subsequent to the date of the Agreement, sustain or incur, or become subject to by reason of any claim or claims for any reason resulting from carrying out or failing to carry out the terms and conditions of this Agreement, or the negligence, gross negligence, intentional misconduct or criminal acts or omissions, resulting from the action or inaction of the ANPLC, its directions, officers and employees but excluding any loss or injury caused by a negligent act or omission of SC.

Currency of medical Licences, qualifications and registration

ANLPC shall ensure that staff assigned to provide SHS (student health service) shall hold all licenses and other permissions that staff require to lawfully engage in the scope of their practice. Documentation of same shall be provided to Sault College prior to the first instance of service delivery and updated documentation shall be provided so that the college is always in possession of current information.

Insurance:

ANPLC shall have and maintain comprehensive insurance against all claims for damages related to or arising out of this Agreement, including for personal injury including death, property damage and data loss or mishandling whether caused by the negligence or wrongdoing of the ANPLC, its servants, agents or employees. This insurance shall meet the following minima;

- a) Professional Liability in the amount of not less than Five Million (\$5,000, 000) per occurrence;
- b) Commercial General Liability in the amount of not less than Five Million (\$5,000,000) per occurrence.

Such policies will name SC as an additional insured, cover all occurrences during the period of this agreement, stipulate that ANPLC's insurance is primary, require at least thirty (30) days' written notice to SC of cancellation or a material change in coverage and not call into contribution any insurance available to SC.

ANPLC shall provide all applicable certificates of insurance to SC prior to the commencement of this Agreement. ANPLC shall also provide original signed certificates evidencing renewals or replacements to SC prior to the expiry date of each original policy, without notice or request by SC.

Privacy and *Personal Health Information Act*

ANPLC acknowledges and agrees that it is the custodian of the records it creates in the course of providing SHS and agrees to comply with the duties of a health information custodian under the Personal Health Information Protection Act.

Term and Cancellation:

This memorandum of understanding shall be in force from the date of signing until April 30, 2018 unless renewed by the parties.

In the event that one party wishes to cancel this Memorandum of Understanding in advance of the foregoing date, written notice of such cancellation shall be provided to the other party thirty (30) calendar days in advance.

Sole Agreement

This agreement sets forth the entire agreement between the parties and no other undertakings or agreements, verbal or otherwise, exist between the parties except as expressly set out in this agreement.

Agreed to for the parties:

ALGOMA NURSE PRACTITIONER-LEAD CLINIC:

Wendy Payne
(NAME)

Board Chair

Algoma Nurse Practitioner-Led Clinic

Jan 18/18

Date

Sarah Shea

(NAME)

Sarah Shea
Witness

Jan 18/18

Date

SAULT COLLEGE:

C. Bruno

(NAME)



Sault College

December 20, 2017

Date

J. Pateman

(NAME)



Witness

December 20, 2017

Date